

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release, effective as of September 1, 2003, is hereby entered into between Mr. Joe Griffin ("Griffin"), and Commonwealth Edison Company ("ComEd").

RECITALS

WHEREAS, Mr. Griffin is ComEd's customer for electrical service at his residence located at 655 West 65th Street. #1111, Chicago, Illinois.

WHEREAS, Mr. Griffin has filed a complaint (the "Complaint") with the Illinois Commerce Commission (the "Commission") alleging, among other things, that ComEd has violated the Illinois Public Utilities Act, 220 ILCS 5/1-101 et seq. (the "Act") and the Illinois Administrative Code in connection with its billing for electric services to his account, which Mr. Griffin disputes; and

WHEREAS, Mr. Griffin and ComEd, cognizant of the risks and expense of further litigation, have agreed to settle and compromise this dispute as set forth herein;

NOW, THEREFORE, Mr. Griffin and ComEd hereby mutually covenant and agree as follows:

1. **Account Credit.** ComEd agrees to credit to Mr. Griffin's ComEd account the sum of Three Hundred Eighteen and 37/100 Dollars (\$318.37), as well any late charges which accrued to the account as a result of the disputed amounts, in connection with the execution of this Settlement Agreement and Release and dismissal of the Complaint.
2. **Griffin's Release.** In exchange for the good and valuable consideration provided for in this Settlement Agreement and Release, the sufficiency and adequacy of

which are recognized and acknowledged, Mr. Griffin does hereby completely release and forever discharge ComEd and its present and former affiliates, partners, shareholders, officers, directors, agents, employees, attorneys, successors, authorized affiliates and assigns from any and all claims, rights, demands, actions, obligations, liabilities, and causes of action of every kind and character, past or present, known or unknown, mature or unmatured, relating to the facts alleged in Docket 03-0435, including claims relating to attorneys', consultants' or any other type of fees or costs incurred in connection therewith. Notwithstanding the foregoing, this Release shall not include any claims based on obligations created by this Agreement.

3. **ComEd's Release.** In exchange for the good and valuable consideration provided for in this Settlement Agreement and Release, the sufficiency and adequacy of which are recognized and acknowledged, ComEd does hereby release and forever discharge Mr. Griffin from all claims, rights, demands, actions, obligations, liabilities, and cause of action of every kind and character, past or present, known or unknown, mature or unmatured, relating to the facts alleged in Docket 03-0435, including claims relating to attorneys', consultants' or any other type of fees or costs incurred in connection therewith.

4. **Dismissal of Docket 03-0435 with Prejudice.** Mr. Griffin agrees that all pending civil and administrative complaints, claims and/or proceedings regarding this matter, including Docket 03-0435 pending at the Commission, will be dismissed with prejudice. With respect to Docket 03-0435, Mr. Griffin shall execute, on the same date he executes this Settlement Agreement and Release, the Joint Motion to Dismiss with Prejudice and the related Stipulation attached hereto as Exhibits A and B, respectively. Griffin consents to ComEd filing of these documents with the Commission to effectuate

the dismissal of that Docket with prejudice. Mr. Griffin and ComEd further agree that neither shall challenge, directly or indirectly, the validity of this Settlement Agreement and Release, whether by complaint before the Commission or otherwise.

5. **Effective Date.** ComEd and Mr. Griffin agree that this Settlement Agreement and Release shall become effective upon execution of this Settlement Agreement and Release.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

7. **Interpretation.** This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party.


8. **Representation by Counsel.** Each party acknowledges that (i) it has had the opportunity to consult counsel in regard to this Agreement; (ii) it has read and understands the Agreement and is fully aware of its legal effect; and (iii) it has entered into this Agreement freely and voluntarily, and based on its own judgment and not on representations or promises, other than those contained in this Agreement.

JOE GRIFFIN

By: 
Mr. Joe Griffin

Dated: 8-27-03

COMMONWEALTH EDISON
COMPANY

By: 
Mr. Robert Jacobs

Dated: 9/5/03